

Outdoor Lighting Removal Request

Date _____

Account Number _____

Customer Name _____

Service Address _____

Mailing Address _____

Contact Person _____

Contact Phone _____ Home Phone _____

Fixture Removal Service Request Information

Light/Pole Number _____ Residential _____ Commercial _____

Location Request Information (check all that apply)

Front Yard _____ Side Yard _____ Back Yard _____ Fenced Area _____ Locked Gate _____

Dogs _____ Horses _____ Community Gate Code _____ Other _____

Accessibility Information

By Truck _____ On Foot _____

Comments _____

For Office Use Only

Transfer to _____ Contact Number _____ W/O # _____

Account Number _____ Location Number _____ Phone Number _____

Account Name _____

Account Mailing Address _____

Outdoor Lighting Removal Request

PAL AUTHORIZATION, RELEASE, AND WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

The undersigned is an eligible Customer (hereafter "Customer") of the City of Lakeland's Private Area Lighting Program.

1. The customer has requested the City of Lakeland (hereafter "City") to install/remove and/or maintain Private Area Lights (hereafter "PAL") through the City's Private Area Light Program, and has filled out and executed a Contract for Residential and Small Commercial Outdoor Lighting, a/k/a PAL Agreement.
2. The Customer is the record Property owner or is otherwise authorized to enter into an accept the terms and conditions of the City's Private Area Light Agreement for the Property. If Customer is not the Property owner the City shall request documentation from the Customer demonstrating authority to accept the terms/conditions contained herein.
3. Any PAL installation, or removal, or associated maintenance may require tree trimming, use of heavy equipment, and/or vehicles to access or go across the Property. If tree trimming is required, the owner of the tree, if other than the Customer identified herein, must also become a party to this Authorization, Release, and Waiver, and Indemnification Agreement.
4. Customer acknowledges that tree trimming, maintenance, the use of heavy equipment, and/or vehicles to access, or go across the property, and installation, or removal of the PAL including, but not limited to, field/ground conditions such as wet soils, drainage ditches, culverts, and driveways could cause damage to or adversely affect the Property.
5. The Customer agrees that the city may abandon its PAL equipment (i.e., fixtures, and/or poles) in place, and it shall become the property of the Customer. The Customer agrees to accept the property "AS IS, WHERE IS", and the City provides no warranty as to its conditions, or fitness for its intended use.
6. In Consideration of the City providing services to Customer pursuant to this PAL Agreement, the Customer hereby agrees to indemnify, release, and hold the City, its officers, employees, agents, contractors, and subcontractors harmless from and against all liability, loss, damage, and expense including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, cause of action, including claims of personal injury, property damage, equitable relief, or loss of use arising out of or in any way connected to the City's installation, removal, and/or of the Customer or the City, its officers, employees, agents, contractors, subcontractors, or otherwise. Customer further agrees that this Authorization, Release and Waiver of Liability and Indemnity Agreement shall be construed in accordance with the laws of the State of Florida and that any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

IN WITNESS HEREOF, the Customer(s), each of whom represents and warrants that he or she is duly authorized to execute this Agreement, and has read and understands the foregoing provisions.

PAL Location Address _____

Dated the ___ day of _____ in the year 20____

Customer _____

Customer _____

Signature of this Release by the Customer is material term and condition of the PAL Agreement. Failure to sign this release may allow the City, at the City's option, to terminate the Agreement. This release is binding upon the Customer and its assigns.